Robert A. Culpepper
Attorney
Legal Department

Suite 821
1600 Hampton Street
Columbia, South Carolina 29201
803 253-5953
Fax: 803 254-1731

February 15, 2000

The Honorable Gary E. Walsh
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Petition by E.Spire Commununications, Inc. on behalf of Itself and its Operating Subsidiaries in South Carolina, for Arbitration of an Interconnection with BellSouth Telecommunications, Inc. Pursuant to the Communications Act of 1934, as Amended
Docket No. 2000-040-C

Dear Mr. Walsh:

Enclosed please find for filing in the above-referenced matter an original and ten copies of BellSouth Telecommunications, Inc.'s Response to E.Spire Communications, Inc.'s Petition for Arbitration.

By copy of this letter, BellSouth is serving the same upon all parties of record.

With Highest Regards,

Robert A. Culpepper

RAC/jbm
Enclosure

cc: Russell B. Shetterly, Esquire
Brad E. Mutschelknaus, Esquire
Mr. Riley M. Murphy
Florence P. Belser, Esquire

STATE OF SOUTH CAROLINA

BEFORE THE PUBLIC SERVICE COMMISSION

DOCKET NO. 2000-040-C

In the Matter of:

Petition by E.SPIRE COMMUNICATIONS, INC., On Behalf of Itself and Its Operating Subsidiaries In South Carolina, for Arbitration of an Interconnection Agreement with BELLSOUTH TELECOMMUNICATIONS, INC. Pursuant to Section 252(b) of the Telecommunications Act of 1996	BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO E.SPIRE COMMUNICATIONS, INC.'S PETITION FOR ARBITRATION

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc., ("BellSouth") for its response to the Petition for Arbitration under the Telecommunications Act of 1996 ("1996 Act") filed by e.spire Communications, Inc. (formerly known as "American Communication Services, Inc.") on behalf of its operating subsidiaries in South Carolina (collectively "e.spire"), states:

I. Introduction

Sections 251 and 252 of the 1996 Act encourage negotiations between parties to reach voluntary local interconnection agreements. Section 251(c)(1) requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in §§ 251(b) and 251(c)(2-6).

Since passage of the 1996 Act, on February 8, 1996, BellSouth has successfully conducted negotiations with numerous competing local exchange carriers ("CLECs") in South Carolina. To date, the Public Service Commission of South Carolina ("Commission" or "PSC") has approved over 250 agreements between BellSouth and

CLECs. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is inescapable. BellSouth has a record of embracing competition and displaying a willingness to compromise to interconnect on fair and reasonable terms.

During the negotiation process, the 1996 Act allows a party to petition a state commission, such as this Commission, for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issue discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after the Commission receives the petition.[4] The 1996 Act limits the Commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

BellSouth and e.spire entered into a two-year Interconnection Agreement ("Agreement") on July 25, 1996, effective September 1, 1996, and amended October 17, 1996. The parties subsequently extended the Agreement until December 31, 1999.

[1] 47 U.S.C. § 252(b)(2).

[2] *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

[3] 47 U.S.C. § 252(b)(2).

[4] 47 U.S.C. § 252(b)(3).

[5] 47 U.S.C. § 252(b)(4).

BellSouth and e.spire have agreed to continue to operate pursuant to the terms of the Agreement until such time as a new interconnection agreement is approved. The new interconnection agreement will be retroactive to January 1, 2000. Although BellSouth and e.spire negotiated in good faith, the parties were unable to reach agreement on some issues. As a result, e.spire filed this petition for arbitration. Pursuant to the 1996 Act, when parties cannot successfully negotiate an interconnection agreement, either may petition a state commission for arbitration of unresolved issues between the 135th and 160th day from the date a request for negotiation was received.

Through the arbitration process, the Commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once the Commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to the Commission for approval.[6]

BellSouth will respond to each issue identified in the Petition in a manner that will attempt to clearly reflect what unresolved issues remain to be arbitrated by the Commission.

[6] 47 U.S.C. § 252(a).

II. Designated Contacts

1. BellSouth will serve the parties identified in Paragraph 1 as specified.

2. In addition to the parties identified, e.spire also should serve all filings and pleadings on the following:

Caroline N. Watson
1600 Hampton Street, Suite 821
Columbia, South Carolina 29201

Lisa S. Foshee
675 West Peachtree Street, Suite 4300
Atlanta, Georgia 30375

III. Statement of Facts

3. BellSouth is without sufficient knowledge to admit or deny the allegations contained in Paragraph 3 of the Petition, and therefore denies same.

4. BellSouth admits that it is an incumbent local exchange carrier in South Carolina. BellSouth specifically denies that it has, at all relevant times, been a monopoly provider of telephone exchange service. BellSouth denies the remaining allegations in Paragraph 4 of the Petition.

5. In response to the allegations in Paragraph 5 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth denies the remaining allegations in Paragraph 5 of the Petition.

6. BellSouth admits the allegations in Paragraph 6 of the Petition.

7. BellSouth admits the allegations in Paragraph 7 of the Petition.

8. BellSouth admits the allegations in Paragraph 8 of the Petition.

IV. Jurisdiction and Applicable Law

9. In response to the allegations in Paragraph 9 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth denies the remaining allegations in Paragraph 9 of the Petition.

10. In response to the allegations in Paragraph 10 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth admits the remaining allegations in Paragraph 10 of the Petition.

11. In response to the allegations in Paragraph 11 of the Petition, BellSouth states that the FCC's *Local Competition Order* speaks for itself. BellSouth denies the remaining allegations in Paragraph 11 of the Petition.

12. In response to the allegations in Paragraph 12 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth admits that e.spire and BellSouth already have implemented interconnection pursuant to their existing Interconnection Agreement. BellSouth denies the remaining allegations in Paragraph 12 of the Petition.

13. In response to the allegations in Paragraph 13 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth denies the remaining allegations in Paragraph 13 of the Petition.

14. In response to the allegations in Paragraph 14 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth denies the remaining allegations in Paragraph 14 of the Petition.

15. In response to the allegations in Paragraph 15 of the Petition, BellSouth states that the Communications Act speaks for itself. BellSouth denies the remaining allegations in Paragraph 15 of the Petition.

V. Arbitration Issues and Positions of the Parties

16. BellSouth admits that a number of the issues identified by e.spire remain under discussion between BellSouth and e.spire. BellSouth is without knowledge or information sufficient to form a belief as to the intended content of e.spire's Petition, and therefore denies the allegations contained herein regarding such Petition. BellSouth specifically denies that all of the issues identified are unresolved or are appropriate for arbitration. In accordance with Section 252(b)(3) of the 1996 Act, BellSouth sets forth its position on the issues raised by e.spire in Paragraph 16 of the Petition as follows:

General Terms and Conditions – Part A

Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

BellSouth should not be ordered to pay liquidated damages or performance guarantees. First, penalties are not appropriate as an issue for arbitration, nor as a contractual remedy and should not be imposed by the Commission. Penalties are neither a requirement of Section 251 of the Act nor of the FCC's rules. Thus, they are not appropriate for arbitration.

Even if a guarantee, penalty or liquidated damage award could be arbitrated, such award is unnecessary because state law and state and federal administrative proceedings are available, and perfectly adequate, to address any breach of contract situation should it arise. The Service Quality Measurements ("SQMs") that BellSouth has proposed are

fully enforceable through the Commission's complaint process in the event of BellSouth's failure to meet such measurements.

At most, liquidated damages and the like are an issue under Section 271 of the 1996 Act. Because of the FCC's expressed preference for self-effectuating remedies as a condition of 271 relief, BellSouth developed a comprehensive set of remedies, which was presented to e.spire during negotiations. Importantly, such penalties would only be effective coincident with a grant of 271 relief in a given state. To the extent the Commission decides to arbitrate this issue, the Commission should direct the parties to incorporate BellSouth's proposed remedies in the interconnection agreement.

The Commission recently addressed this issue in *In re Petition of ITC^DeltaCom for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996*, Docket No. 1999-259-C, Order No. 1999-690, dated October 4, 1999. The Commission concluded that "a generic docket should be opened to investigate and rule on proper performance measures to be imposed on BellSouth and potentially other ILECs." (Order, at 11). The Commission further concluded that "in the interim...BellSouth's Service Quality Measurements" are appropriate and should be adopted as performance measures for the parties to use until the Commission can conclude a generic docket on performance measures. (Order, at 12-13) Finally, "the Commission expressly reject[ed] imposing any sort of 'performance guarantee' or penalty provision associated with performance measurements." (Order, at 13). The Commission need not revisit this issue.

Issue 2 [Att. 1 § 34.4, Att. 3 § 6.6.2]: Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the Agreement?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 3 [§ 49]: Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?

This is not an appropriate issue for arbitration. BellSouth is under no obligation under the 1996 Act or the FCC rules to establish a "fresh look" period on volume and term contracts. Moreover, BellSouth has agreed to make all volume and term contracts available for discounted resale where e.spire assumes the volume and term contract at the same terms and conditions offered to BellSouth end users. No termination charges will be assessed upon the assumption of a contract service arrangement by a reseller. Thus, the "fresh look" period is not necessary to give e.spire a reasonable opportunity to compete.

Issue 4 [§ 50.2]: Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange service?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in this understanding, BellSouth reserves the right to amend its Answer.

General Terms and Conditions – Part B

Issue 1[GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (I) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

See BellSouth response to Issue 1 set forth above.

Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99. 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?

The FCC's recent Declaratory Ruling in CC Docket Nos. 96-98 and 99-68, released February 26, 1999, confirmed unequivocally that the FCC had, will retain, and will exercise jurisdiction over ISP traffic because it is interstate in nature, not local. Under the provisions of the 1996 Act, and the FCC's Orders and Rules, only local traffic is subject to the reciprocal compensation requirements. Thus, reciprocal compensation clearly is not applicable to ISP-bound traffic. In addition to being contrary to law, treating ISP-bound traffic as local for reciprocal compensation purposes is contrary to sound public policy.

Should the Commission choose to implement an inter-carrier compensation plan for ISP-bound traffic, the Commission should adopt one of the following proposals in the absence of a final ruling by the FCC on this issue: (1) direct the parties to create a mechanism to track ISP-bound calls originating on each parties' respective networks on a going-forward basis, and then true up payment based on the FCC's effective ruling on the issue of inter-carrier compensation for ISP calls; (2) adopt BellSouth's inter-carrier revenue sharing plan outlined to e.spire in negotiations; or (3) adopt a bill and keep arrangement for ISP-bound traffic.

The Commission recently addressed this issue in *In re Petition of ITC^DeltaCom for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996*, Docket No. 1999-259-C, Order No. 19999-690, dated October 4, 1999. The Commission concluded that reciprocal compensation should not be paid for ISP-bound traffic on a going-forward basis because such traffic is interstate in nature. (Order, at 66). The Commission also

found that it will revisit its decision if the FCC issues a decision impacting the Commission's ruling. (Order, at 65). The Commission need not revisit this issue.

Issue 6 [Att. 1§ 1.111; Att. 3 § 6.8.1]: Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?

Due to the increasing use of IP technology mixed with traditional analog and digital technology to transport voice long distance telephone calls, it is important to specify in the agreement that VOIP transmissions constitute switched access traffic rather than local traffic, the same as any other long distance traffic is not local traffic. The transmission of long-distance voice services – whether by IP telephony or by more traditional means – is subject to access charges. Access charges should be paid by all long-distance carriers regardless of the technology employed. To do otherwise would be to discriminate between long distance carriers utilizing IP telephony and those that do.

Issue 7 [§ 1.113]: Should e.spire's local switch be classified as both a tandem and end office switch for purposes of billing reciprocal compensation?

e.spire only is entitled to compensation for functionalities it actually performs. Thus, e.spire is not entitled to compensation for tandem switching functions when its switch is not performing such functions. To receive tandem switching compensation, two criteria must be met. First, the CLEC switch must serve a comparable geographic area to the ILEC tandem switch. Second, the CLEC switch must perform functions similar to those performed by an ILEC's tandem switch. Because e.spire's switch meets neither of these criteria, it is not entitled to tandem switching compensation. Simply being *capable* of serving a comparable geographic area, or of performing tandem switching functions, is not sufficient evidence to entitle e.spire to tandem switching compensation. Rather,

e.spire has the burden of proof to demonstrate that it meets each of these independent criteria before it can claim entitlement to tandem switching compensation.

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

BellSouth should not be required charge e.spire rates that are lower than the Commission-approved rates for manual submission of orders, nor should it be required to establish a revised "threshold billing plan." The threshold billing plan is a voluntarily negotiated plan applicable only if the CLEC agrees to an electronic OSS rate which is the same for all states in BellSouth's region. Should e.spire choose not to accept the regional rates and threshold billing plan, then state specific OSS rates should apply. The threshold billing plan was a purely voluntary offer by BellSouth, and should not be modified by this Commission. Rather, the Commission simply should apply the state specific OSS rates established by this Commission.

Issue 9 [§ 1.8]: Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements ("UNEs") in accordance with all effective rules and decisions of the FCC and this Commission?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 10 [§ 1.9]: Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 11 [§ 1.10]: Should BellSouth be required to provide access to enhance extended links ("EELs") at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 12: If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?

BellSouth is in the process of developing an ordering process for currently combined EELs. BellSouth will make this process available to e.spire as soon as it is developed. BellSouth is not, however, obligated to allow e.spire to use the ASR process to submit orders.

Issue 13 [§ 1.10]: If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?

BellSouth is developing the processes and procedures for handling conversion orders for currently combined EELs. These procedures, including intervals, will be communicated to all CLECs upon completion. It is important to note that the amount of time necessary to complete conversion requests is dependent upon volume and will necessitate conversion intervals based upon the number of EELs to be converted.

Issue 14 [§ 1.10]: Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?

Pursuant to the Act, BellSouth is entitled to recover both its nonrecurring and recurring costs associated with providing e.spire a currently combined EEL. It is improper for e.spire to try to limit BellSouth's cost recovery without filing any cost studies.

Issue 15 [§ 2.2.1]: Should the parties utilize the FCC's most recent definition of "local loop" included in the UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 16 [§ 2.5]: Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 17 [§ 4.1.1]: Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 18 [§ 6]: Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 19 [§ 7.1.1]: Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 20 [§§ 7.2, 7.3, 7.4, 7.7]: Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 21 [§ 8]: Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 22 [§ 8.1]: Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DS1, DS3, OCn levels and shared transport?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 23 [§ 17.2]: Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 24 [§ 8.4]: Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport.

BellSouth understands that this issue is partially resolved. Specifically, BellSouth understands that the issue regarding intervals for each type of interoffice transport is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

With respect to intervals for EELs, BellSouth is developing the processes and procedures for handling conversion orders for currently combined EELs. These procedures, including intervals, will be communicated to all CLECs upon completion. It is important to note that the amount of time necessary to complete conversion requests is dependent upon volume and will necessitate conversion intervals based upon the number of EELs to be converted.

Issue 25 [§ 2.1.2]: Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 26 [§§ 1.8, 2.1.1]: Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE Remand Order?

BellSouth agrees that it is obligated to establish TELRIC-based rates for the UNEs required by the FCC's UNE Remand Order. Pursuant to this obligation, BellSouth is in the process of developing cost-based rates for the elements set forth in Attachment A to its Answer for which this Commission has not already established recurring or nonrecurring rates. BellSouth will present the Commission with cost studies to support the rates it proposes for each of the elements set forth on Attachment A.

Issue 27 [§§ 1.2, 1.9 and 1.10.1]: Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

e.spire should use its NPA/NXXs in such a way that BellSouth can distinguish local traffic from intraLATA toll traffic and interLATA toll traffic for BellSouth originated traffic. If e.spire were to assign its NPA/NXXs to customers both inside and outside the BellSouth local calling area where the NPA/NXX is homed, BellSouth would not be able to identify whether BellSouth customers are making local, intraLATA toll or interLATA toll calls to e.spire customers. Being unable to distinguish between types of calls, BellSouth would not be able to accurately determine whether to bill BellSouth's end user customer for a local or a long distance call. BellSouth is not, however, opposed to e.spire defining its local calling areas for its own end-users. BellSouth's interest in knowing e.spire's NPA/NXX code homing arrangements is in no way an effort to limit

e.spire's flexibility in how it designs and operates its network. Rather, BellSouth's interest is simply in ensuring that calls are successfully routed, completed and billed. This cannot be accomplished without e.spire's informing BellSouth and other service providers of how and where to deliver and receive traffic from e.spire's customers.

Issue 28 [§§ 1.2; 1.9]: In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXX's are "homed"?

If e.spire elects BellSouth's voluntary multiple tandem access (MTA) offer, e.spire must designate, for each of e.spire's switches, the BellSouth tandem at which BellSouth will receive traffic originated by e.spire's end user customers. The MTA option alleviates the need for the CLEC to establish interconnecting trunking at access tandems where the CLEC has no NPA/NXX codes homing. However, NPA/NXX code homing arrangements are published in the Local Exchange Routing Guide (LERG) so that all telecommunications companies will know where in the network to send calls to the designated NPA/NXX and from where in the network calls from the designated NPA/NXX code will originate. The CLEC must, therefore, interconnect where its NPA/NXX codes home. This is normal NPA/NXX homing and network traffic routing practice within the industry. If e.spire doesn't inform BellSouth where its NPA/NXX codes are homed, then BellSouth and other carriers will not know where to deliver e.spire's traffic.

Issue 29 [§ 1.10.1]: Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a "home" local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs "homed"?

e.spire may interconnect its network to BellSouth's network at one or more access tandems in the LATA for delivery and receipt of its access traffic. However, e.spire must interconnect at each access tandem where its NPA/NXX codes are homed. Telecommunications service providers inform all other telecommunications service providers where traffic for a given NPA/NXX code should be delivered for completion of calls. Telecommunications service providers then build translations and routing instructions based on that information to ensure proper routing of calls. If telecommunications service providers do not know where e.spire's NPA/NXX codes are homed, then it is impossible for proper translations and routing instructions to be created and implemented. As a result, calls to and from e.spire's end user customers cannot be completed.

Issue 30 [§§ 6.2, 6.3, 6.4]: Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?

BellSouth incorporates by reference its response to Issue 27 to the extent this issue deals with BellSouth-originated traffic. To the extent the issue deals with e.spire-originated traffic, BellSouth agrees that the CPN/PLU/PIU are appropriate means to identify the jurisdictional nature of traffic under the agreement.

Issue 31 [§ 6.3]: Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 32 [§ 6.9]: Should specific language be included precluding IXCs from using "transit" arrangements to route traffic to e.spire?

BellSouth understands that this issue is resolved. If BellSouth is incorrect in that understanding, BellSouth reserves the right to amend its Answer.

Issue 33 [§§ 7.5.5, 7.6, 7.8, and 7.9.1]: How should the parties compensate each other for interconnection of their respective frame relay networks?

See BellSouth's Response to Issue 34.

Issue 34 [§§ 7.5.5, 7.6, 7.8 and 7.9]: Should BellSouth's rates for frame relay interconnection be established at TELRIC?

BellSouth is not obligated to provide frame relay interconnection at TELRIC rates. Frame relay *interconnection* is separate and apart from frame relay *network elements*. Frame relay is a form of packet switching. The FCC, in its *UNE Remand Order*, declined to unbundle the packet switching functionality, except in limited circumstances. These limited circumstances do not apply to BellSouth. Therefore, BellSouth is not obligated to provide access to frame relay elements at TELRIC-based rates.

For interconnection of the parties' frame relay networks, BellSouth has a tariffed Frame Relay service that is available for interconnection of the parties' frame relay networks. The appropriate charges for frame relay interconnection trunks are from BellSouth's Access Tariff because frame relay is typically transporting interLATA traffic, rather than local traffic. Currently, charges for interconnection trunks that carry typical voice grade traffic on an interLATA basis are billed from the interstate access tariff, and there is no reason to treat frame relay service any differently.

Issue 35 [§ 2.7]: Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?

The Commission should not dictate a prescribed interval for the installation of interconnection trunks. Interconnection trunks, unlike many other types of equipment, require a great deal of discussion and negotiation between the parties. The installation of interconnection trunks is a highly fact-intensive process that necessitates the gathering of

a great deal of information about the parties involved, the parties' existing networks, and the locations the trunks will connect. Moreover, the installation of interconnection trunks requires a high level of coordination between the involved parties given that delay in either parties' provisioning process can delay the process of turning up the trunks. Finally, interconnection trunks are often ordered by the hundreds making it difficult to set a standard provisioning time. Thus, the installation of this equipment does not lend itself to standard intervals. Rather, BellSouth proposes that the parties negotiate a mutually acceptable due date for the order depending on the circumstances and the type of work involved.

Issue 36 [§ 2.3]: Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?

e.spire is not entitled to recover its tariff rates for interconnection trunk groups provided by e.spire to interconnection e.spire and BellSouth networks unless agreed to by the parties. The rates for the same equipment should be symmetrical between the parties.

Issue 37 [§ 2.3]: For two-way trunking, should the parties be compensated on a pro rata basis?

In situations in which e.spire voluntarily elects to use two-way trunking, the parties should split the recurring and non-recurring charges associated with the trunks equally, regardless of the distribution of traffic over such trunks.

Issue 38 [§ 5.2]: Should e.spire be permitted the option of running copper entrance facilities to its BellSouth collocation space in addition to fiber?

BellSouth is not obligated to permit e.spire to run copper entrance facilities to its BellSouth collocation space in addition to fiber without prior approval of the state commission. *See* 47 C.F.R. § 51.323(d)(3) ("when an incumbent LEC provides physical

collocation, virtual collocation, or both, the incumbent LEC shall permit interconnection of copper or coaxial cable *if such interconnection is first approved by the state commission.*") (emphasis added). Because e.spire has no approval from this Commission to use copper entrance facilities, BellSouth is not obligated to agree to such an accommodation.

Issue 39 [§ 5.6.1]: Should e.spire be required to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?

e.spire should be obligated to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects. In cases where the CLEC's equipment and the equipment of the other collocator are located in contiguous collocation arrangements, the CLEC will have the option to deploy the co-carrier cross connects between the contiguous collocation arrangements. When the subsequent application does not require provisioning or construction work (i.e. adding cable support structures) by BellSouth, no subsequent application fee will be required and the pre-paid shall be refunded to the CLEC.

Issue 40 [§ 6.2]: Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?

BellSouth's standard collocation procedures provide that for 15 or more applications in a single state submitted at one time, the parties will negotiate a due date for responses. e.spire wants BellSouth to provide a response in 45 days no matter how many applications it submits. e.spire's proposal is not reasonable and should not be adopted by the Commission. Given the factors that must be considered before a response is issued, including the existing building configuration, space usage and forecasted demand, building code and regulatory requirements, and BellSouth design practices,

BellSouth may need to have additional time when 15 or more applications are submitted at one time.

Issue 41 [§ 6.2]: When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?

A response is only a denial when BellSouth cannot accommodate any request for space by a CLEC. If there is space available for physical collocation, even it if is not the type or amount originally requested by the CLEC, BellSouth has not denied the CLEC physical collocation. Pursuant to Rule 51.321(f), an ILEC only is obligated to provide a tour of its central office when it "contends space for physical collocation is not available in an incumbent LEC premises...." In other words, pursuant to the FCC rule, BellSouth only is obligated to provide a tour when it has denied space to a CLEC.

Issue 42 [§§ 6.2, 6.4]: Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?

The intervals in which BellSouth provides a response to collocation requests should not be shortened. BellSouth provides a comprehensive written response to an application for collocation. The development of the application response is complex, but the process is efficient. There are a variety of time-consuming tasks that must be completed before a response can be provided to the CLEC, including review by six different departments within BellSouth and one BellSouth certified vendor. Thus, considering the scope of the work activities required, BellSouth's proposed interval for its response to collocation requests is appropriate.

Issue 43 [§ 6.3]: Should BellSouth be permitted to extend its collocation intervals simply because e.spire changes its application request?

BellSouth should be permitted to extend its collocation intervals if e.spire changes its application request, whether unilaterally or due to information provided by BellSouth. Any change to the application must be reviewed to ensure that the changes planned for support systems, central office infrastructure, and power capacity will meet e.spire's needs and not adversely impact the service provided by BellSouth to its end users and to other CLECs.

Issue 44 [§ 6.4]: Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?

BellSouth's collocation provisioning intervals are reasonable and should not be shortened. BellSouth will commit to complete its construction and provisioning activities as soon as possible but, at a maximum, within the intervals specified in BellSouth's standard collocation agreement, specifically 90 business days under normal conditions or 130 business days under extraordinary conditions.

Issue 45 [§ 6.9]: Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?

BellSouth is entitled to assess non-recurring charges to e.spire when e.spire converts existing virtual collocation arrangements to cageless physical collocation. An application for a conversion of virtual to physical should be evaluated just as an application for physical collocation would be evaluated. BellSouth incurs costs during the assessment of whether virtual collocation can be converted to cageless physical

collocation and under what conditions and therefore is entitled to recover those costs through the non-recurring charge.

Issue 46 [§ 6.9]: Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?

BellSouth's policies regarding conversion of virtual to physical collocation are reasonable and should be adopted by the Commission. The terms and conditions that should apply for converting virtual to physical collocation should be consistent with the terms and conditions of the assessment and provisioning of physical collocation. BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause it to become a safety hazard within the premises or otherwise prevent it from being in conformance with the terms and conditions of the collocation arrangement and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities.

Issue 47 [§ 2.2.5]: Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record ("CSR").

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in this understanding, BellSouth reserves the right to amend its Answer.

Issue 48 [§ 2.3.5]: Should BellSouth be required to provide flow through of electronic orders and processes at parity?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in this understanding, BellSouth reserves the right to amend its Answer.

Issue 49 [§ 3.7]: Should BellSouth be authorized to impose order cancellation charges?

BellSouth understands that this issue has been resolved. If BellSouth is incorrect in this understanding, BellSouth reserves the right to amend its Answer.

Issue 50 [§ 3.15]: Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?

When BellSouth provides e.spire with a UNE, it is thereby certifying that the UNE meets the technical specifications for such UNEs. Thus, there is no need for BellSouth to provide to e.spire the results of pre-testing. Moreover, in many cases, there are no written pre-testing results; thus, BellSouth would have nothing to produce. In such situations, BellSouth would incur the costs and time associated with explaining to e.spire that it did test the UNE but that there are no written pre-testing results. Such effort would be duplicative and unnecessary given that BellSouth has already certified to e.spire (in its provision of the UNE to e.spire) that it tested the UNE.

Issue 51 [§ 3.20]: Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNEs?

In situations in which BellSouth expedites orders, BellSouth incurs additional costs that it is entitled to recover. Moreover, if BellSouth were not permitted to assess an additional charge for expedited orders, CLECs would expedite *every* order rendering the benefit of expedited orders a nullity. With respect to the late installation penalty, such a penalty is unrelated to the cost-recovery mechanism of an expedited surcharge. As discussed in Issue 1, penalties are not appropriate for arbitration, and this Commission should not order BellSouth to include penalties in the agreement. That being said,

BellSouth presented e.spire with its voluntary self-effectuating remedies. Thus, this issue should be moot.

Issue 52 [§ 3.22]: Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual hours) for the return of firm order commitments ("FOCs")?

BellSouth is committed to providing Firm Order Confirmations ("FOCs") as soon as possible but no later than 48 hours after BellSouth receives a complete and correct Local Service Request ("LSRs") from e.spire. This interval is reasonable and should be adopted by this Commission.

Issue 53 [§ 3.23]: Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?

BellSouth should not be obligated to adopt a prescribed interval for "reject/error" messages.

Issue 54 [§ 3.2.1]: Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?

BellSouth is not obligated to establish a Single Point of Contact for e.spire. BellSouth already provides e.spire with the assistance it needs to do business with BellSouth through the BellSouth Account Team. The Account Team provides day-to-day CLEC support and serves as the interface for the pre-ordering and ordering activities associated with complex services as required. The Account Team also assists the CLEC with its interaction with the BellSouth Service Centers, such as the Local Carrier Service Centers ("LCSC"), the UNE Centers, the BellSouth Resale Maintenance Center ("BRMC"), and the Complex Resale Support Group ("CRSG"). The Account Team, therefore, already acts as e.spire's single point of contact. Assigning one person to

e.spire is not cost efficient, nor is it practical. Moreover, it would not be beneficial to have one employee, who may get sick, go on vacation, or leave the company, be the only employee responsible for the e.spire account.

The Commission recently addressed a similar issue in *In re Petition of ITC^DeltaCom for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996*, Docket No. 1999-259-C, Order No. 1999-690, dated October 4, 1999. The Commission concluded that "BellSouth is not required to specifically designate personnel to serve ITC^DeltaCom or to coordinate orders placed by ITC^DeltaCom." (Order, at 47).

Issue 55 [Att 9 App. E]: Should BellSouth be required to adopt the "Texas Plan" of performance penalties for failure to provide service at parity?

BellSouth should not be ordered to pay liquidated damages or performance guarantees. First, penalties are not appropriate as an issue for arbitration, nor as a contractual remedy and should not be imposed by the Commission. Penalties are neither a requirement of Section 251 of the Act nor of the FCC's rules. Thus, they are not appropriate for arbitration.

Even if a guarantee, penalty or liquidated damage award could be arbitrated, such award is unnecessary because state law and state and federal administrative proceedings are available, and perfectly adequate, to address any breach of contract situation should it arise. The Service Quality Measurements ("SQMs") that BellSouth has proposed are fully enforceable through the Commission's complaint process in the event of BellSouth's failure to meet such measurements.

At most, liquidated damages and the like are an issue under Section 271 of the 1996 Act. Because of the FCC's expressed preference for self-effectuating remedies, as a condition of 271 relief, BellSouth developed a comprehensive set of remedies, which was presented to e.spire during negotiations. Importantly, such penalties would only be effective coincident with a grant of 271 relief in a given state.

Moreover, the Commission should not adopt the Texas Plan. BellSouth's proposal is specific to BellSouth and to the BellSouth region, and thus needs no modifications for this State. Moreover, it incorporates the BellSouth SQMs which are already operational and providing this Commission today with the information necessary to assess nondiscriminatory performance. To the extent the Commission decides to arbitrate this issue, the Commission should direct the parties to incorporate BellSouth's proposed remedies in the interconnection agreement.

The Commission recently addressed a similar issue in *In re Petition of ITC^DeltaCom for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996*, Docket No. 1999-259-C, Order No. 1999-690, dated October 4, 1999. The Commission concluded that "a generic docket should be opened to investigate and rule on proper performance measures to be imposed on BellSouth and potentially other ILECs." (Order, at 11). The Commission further concluded that "in the interim...BellSouth's Service Quality Measurements" are appropriate and should be adopted as performance measures for the parties to use until the Commission can conclude a generic docket on performance measures. Finally, "the Commission expressly reject[ed] imposing any sort of 'performance guarantee' or penalty provision

associated with performance measurements." (Order, at 12). The Commission found "that neither the 1996 Act nor state law allows the Commission to impose penalties or fines in this arbitration." (Id.) The Commission need not revisit this issue.

Issue 56 [Att. 9 App. F]: Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?

BellSouth is not obligated to provide unbundled access to frame relay. As such, any performance metrics for the provisioning of frame relay connections should be pursuant to terms and conditions contained in BellSouth's tariffs that govern frame relay services.

Issue 57 [Att. 9 App. F]: Should BellSouth be required to establish a new performance metric for the provisioning of EELs?

BellSouth is investigating the technical feasibility to support a new performance measurement for EELs. However, until such time as the volume of activity is sufficient to provide meaningful data, it makes no sense to require BellSouth to incur the expense associated with the development and delivery of new measurements.

Issue 58 [§ 3(i)]: Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?

While BellSouth Advertising & Publishing Corporation (BAPCO) does, in fact, make review pages available to e.spire prior to publication, Section 251(b)(3) of the 1996 Act only requires BellSouth to permit CLECs to have nondiscriminatory access to directory listings. Thus, Issue 58 is not appropriate for a Section 252 arbitration proceeding. Because BellSouth provides nondiscriminatory access to directory listings to e.spire, BellSouth has satisfied its obligations under Section 251 of the Act.

The FCC interpreted Section 251(b)(3) to mean that a CLEC's customers "should be able to access each LEC's directory assistance service and obtain a directory listing on a nondiscriminatory basis, notwithstanding: (1) the identity of a requesting customer's local telephone service provider; or (2) the identity of the telephone service provider for a customer whose directory listing is requested." Second Report and Order and Memorandum Opinion and Order, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, (Rel. August 8, 1996), at ¶¶ 130, 133. Further, the FCC determined that "the term 'directory listing' as used in section 251(c)(3) is synonymous with the definition of 'subscriber list information' in section 222(f)(3)." *Id.*, at ¶ 137. Subscriber list information is defined in Section 222(f)(3) of the 1996 Act as:

> [A]ny information – (A) identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications; and (B) that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.

Moreover, because this issue arose in negotiations between e.spire and BellSouth Advertising & Publishing Corporation, it is not an appropriate subject for arbitration. BAPCO is not subject to the requirements of the Act, and thus is not subject to a Section 252 arbitration. e.spire must negotiate an agreement with BAPCO independently. Therefore, the Commission should dismiss this issue.

Issue 59 [§ 3(k)]: Should BellSouth and BellSouth and BellSouth Advertising & Publishing Corporation ("BAPCO") be required to coordinate to establish a process whereby INP-to-LNP conversions do not require a directory listing change?

For all orders, including INP-to-LNP conversion orders, a directory listing change request is only required when changes are being made to the end user's directory listing. If e.spire does not affirmatively request a directory listing change, no such change will be made. Thus, this issue is moot.

Issue 60 [§ 3(j)]: Should BAPCO be required to permit e.spire to review galley proofs of directories eight weeks and two weeks prior to publishing and coordinate changes to listings based on those proofs?

See BellSouth Response to Issue 58 above.

Issue 61 [§ 3(l)]: Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?

See BellSouth Response to Issue 58 above.

Issue 62 [§ 5(a)]: Should BAPCO's liability for errors or omissions be limited to $1 per error or omission?

See BellSouth Response to Issue 58 above.

Issue 63 [§ 5(b)]: Should BAPCO's liability in e.spire customer contracts and tariffs be limited?

See BellSouth Response to Issue 58 above.

Issue 64: What are the appropriate rates for the following: Security Access, Assembly Point, Adjacent Collocation, DSLAM collocation in the remote terminal, and non-ICB space preparation charges?

BellSouth will file appropriate rates for each of the stated items, as well as cost studies in support of the proposed rates.

17. BellSouth admits that the nine month statutory window closes on May 17, 2000. BellSouth denies the remaining allegations in Paragraph 17 of the Petition.

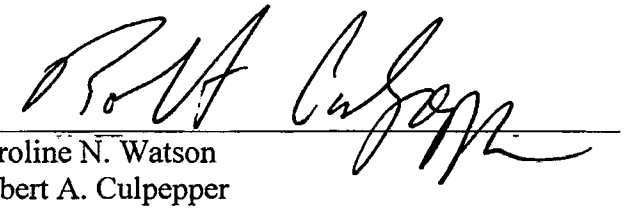
18. BellSouth admits that the parties have, in good faith, attempted to arrive at a mutually acceptable interconnection agreement. BellSouth further admits that much

progress has been made, and that several issues remain unresolved. BellSouth denies the remaining allegations in Paragraph 18 of the Petition.

19. Any allegations not specifically admitted are hereby denied.

WHEREFORE, BellSouth respectfully requests that the Commission enter judgment in favor of BellSouth on each of the issues set forth herein, and grant BellSouth such other relief as the Commission deems just and proper.

BELLSOUTH TELECOMMUNICATIONS, INC.



Caroline N. Watson
Robert A. Culpepper
1600 Hampton Street, Suite 821
Columbia, South Carolina 29201
(803) 748-8700

R. Douglas Lackey
Lisa S. Foshee
675 West Peachtree Street, Suite 4300
Atlanta, Georgia 30375
(404) 335-0754

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319 UNE Requirements	
UCL 2 Wire ≤18 kilofeet	X
UCL 4 Wire ≤18 kilofeet	X
UCL 2 Wire >18 kilofeet	X
UCL 4 Wire >18 kilofeet	X
Hi Cap Loop DS3 (Fixed & per Mile)	X
Hi Cap Loop STS1 (Fixed & per Mile)	X
Hi Cap Loop OC3 (Fixed & per Mile)	X
Hi Cap Loop OC12 (Fixed & per Mile)	X
Hi Cap Loop OC48 (Fixed & per Mile)	X
Hi Cap Local Channel DS3 (Fixed & per Mile)	X
Hi Cap Local Channel STS1 (Fixed & per Mile)	X
Hi Cap Local Channel OC3 (Fixed & per Mile)	X
Hi Cap Local Channel OC12 (Fixed & per Mile)	X
Hi Cap Local Channel OC48 (Fixed & per Mile)	X
Hi Cap Interoffice DS3 (Fixed & per Mile)	X
Hi Cap Interoffice STS1 (Fixed & per Mile)	X
Hi Cap Interoffice OC3 (Fixed & per Mile)	X
Hi Cap Interoffice OC12 (Fixed & per Mile)	X
Hi Cap Interoffice OC48 (Fixed & per Mile)	X
Loop Conditioning	
Load Coil/Equipment Removal <18Kft	X
Load Coil/Equipment Removal >18Kft - First	X
Load Coil/Equipment Removal >18Kft - Additional	X
Bridge Tap Removal	X
Channelization - Channel System DS1 to DS0 with Plug-in Elements	X
Channelization - Channel System DS3 to DS1 with Plug-in Elements	X
Loop Qualification - Database	X
Loop Qualification - Service Inquiry (Yes or No)	X
Loop Qualification - Service Inquiry DLR	X
Line Sharing - C.O. splitter	X
2-Wire feeder	X
2-Wire distribution	X
4-Wire feeder	X
4-Wire distribution	X
2-Wire ISDN feeder	X
2-Wire ISDN distribution	X
ADSL feeder	X
ADSL distribution	X
2-Wire HDSL feeder	X
2-Wire HDSL distribution	X
4-Wire HDSL feeder	X
4-Wire HDSL distribution	X
2-Wire UCL feeder	X
2-Wire UCL distribution	X
4-Wire UCL feeder	X
4-Wire UCL distribution	X
56/64 feeder	X
56/64 distribution	X
Dark Fiber	X
NTW	X
Access To Databases	
CNAM	X
E911, 911 Links	X
LIBD	
800	
Advanced Services Order (706)	
Collocation - Security Access	X
Collocation - Assembly Point	X
Adjacent Collocation	X
DSLAM collocation in the RT (Note 1)	X
Collocation Space Preparation (non-ICB)	X
Note 1 - This element is also a 319 requirement since BellSouth is not unbundling packet switching.	

STATE OF SOUTH CAROLINA)
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND)

The undersigned, Jeanette B. Mattison, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth's Response to E.Spire Communications, Inc.'s Petition for Arbitration in Docket No. 2000-040-C to be served this February 15, 2000 by the method indicated below each addressee listed:

Russell B. Shetterly, Esquire
Haynsworth, Marion, McKay & Guerard
1201 Main Street, Suite 2400
Columbia, South Carolina 29201
(Via Hand Delivery and U. S. Mail)

Brad E. Mutschelknaus, Esquire
Enrico C. Soriano, Esquire
John Heitmann, Esquire
Kelly, Drye & Warren, L.L.P.
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(Via U. S. Mail)

Mr. Riley M. Murphy
Mr. James M. Falvey
E.Spire Communications, Inc.
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
(Via U. S. Mail)

Florence P. Belser, Esquire
Staff Attorney
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(Via Hand Delivery)

Jeanette B. Mattison